

**UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF OKLAHOMA**

KEVIN MOODY and VERONICA MOODY,)
individually and as parents and next friend of)
TYLER MOODY, deceased,)
Plaintiff,)
v.) Case No. 03-CV-0784-CVE-PJC
FORD MOTOR COMPANY,)
a Delaware Corporation,)
Defendant.)

OPINION AND ORDER

Defendant Ford Motor Company filed its motion for summary judgment (Dkt. # 35) on the ground, inter alia, that it is entitled to judgment on plaintiffs' claim for breach of warranty. Plaintiffs did not oppose that motion as to the warranty claim. (See Dkt. # 52).

The Oklahoma statute of limitations for breach of warranty is five years after tender of delivery. Okla. Stat. tit. 12, § 2-725 (1) - (2). The vehicle in question was tendered for delivery on July 31, 1995. Dkt. # 35, Ex K. Plaintiffs filed this action on November 18, 2003, more than eight years after tender of delivery. Thus, plaintiffs' breach of warranty claim is barred by the statute of limitations, and summary judgment is appropriate on that claim.

IT IS THEREFORE ORDERED that defendant's motion for summary judgment (Dkt. # 35) is granted as to the Third Claim for Relief, and under advisement as to all other claims.

Dated this 20th day of October, 2005.

Claire V Eagan
CLAIRES V. EAGAN, CHIEF JUDGE
UNITED STATES DISTRICT COURT